



1942.

File No. *Agn. Lag. 102*

Legal DEPARTMENT
E BRANCH

Subject

P 911
1942

Draft Agreement - Scrutiny of -
under the Land Acquisition Act, 1894.

File No. *Agn. Lag. 142.*

Std. Sects. Bldg 94-B



199.5

(K).

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Legal Department File No1

Agn. 129/42

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Legal Department.

The draft sanad as slightly amended is in order.

O. C. R. D. 25/11
Solicitor to Government.
23/11

U.R. to R.D. No. 94 61 dated the 26th November 1942.

Amended
D. C.
26/11

Submitted after review

File in file AGN-LAQ
42.

WJL

2/2/11

in AGD 22/11

3 +

Draft of a Sanad.

To

~~The Managing Director,~~
The Amalgamated Electricity Co.,
(Belgaum) Ltd.

Whereas in consideration of ~~an~~ the agreement having been executed on the 10th day of December 1941 by the Amalgamated Electricity Company, (Belgaum) Limited, a Company registered under the Indian Companies Act, 1913 (VII of 1913) and having its registered office at 17-B Elphinstone Circle, Fort Bombay (hereinafter called "the Company" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns) and in consideration of the Company having undertaken to ~~build upon~~ ~~and~~ use the piece and parcel of land more particularly described in the Schedule ~~to~~ hereto annexed (hereinafter referred to as "the said lands") for the purposes of the Company namely:- for Electricity Sub-stations, the said lands have been acquired under the provisions of the Land Acquisition Act, 1894 (hereinafter called "the said Act") ^{pursuance} in presence of the said agreement. ~~the~~
~~XXXXXXXXXX~~

And ~~whereas~~ the Company has paid to the Government of Bombay (hereinafter referred to as "the Government") the sum of Rs. for the acquisition of the said land and possession thereof has been delivered and transferred to the Company;

- And -

(hereinafter called "the said Code") and
the rules made thereunder from time to time.

Now, wherefore, it is hereby declared
that the said lands are vested in the

Company and are held by it as its property
to be used in furtherance of ~~its~~ objects

~~which are specified below in schedule B~~
~~annexed hereto,~~ subject nevertheless to

the payment by it of the non-agricultural
or other assessment to which the said

lands may be liable under the provisions

and the Local Fund Cess, ^{and subject to} (on) the following

terms and conditions:- viz.,

(a) The Company shall -

(1) not use the said lands for any purpose other than that for which they are acquired;

(ii) at all times, keep and maintain the said lands and the ~~up~~ⁿ building, or buildings or works erected thereon in good order and condition to the satisfaction of the Collector;

(iii) maintain all records of the Company properly and supply to the Government punctually such returns of statistical and other information as may from time to time be required by the Government.

(b) The Company shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the

- said -

said

lands and any works of the Company, upon the said lands, whether in the course of construction or otherwise, and shall furnish to the Government from time to time on demand correct statements of the monies expended by the Company in the construction of the said works of the Company upon the said lands;

(c) In case the said lands are not used for the purpose of the Company as hereinbefore recited or are used for any purpose other than those ~~xxx~~ specified (~~other purpose~~), or in case the Company commits a breach of any of the conditions hereof, the said lands together with the buildings and works, if any, erected thereon, shall be liable to resumption by the Government subject, however, to the condition that the amount spent by the Company for the acquisition of the said lands or their value as undeveloped lands at the time of resumption whichever is less (but excluding the cost or value of any improvements made by the Company to the said lands or of any structure or works standing on the said lands) shall be paid as compensation to the Company;

Provided, that the said lands and the buildings and works, if any, erected thereon shall not be so resumed unless due notice of the breach ^Pcomplained of has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued by

the Government in this behalf, within the time specified in the said notice for compliance therewith.

(d) If at any time or times the whole or any part of the said lands is required by Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity (as to which matter the company shall accept as final the decision of the Government) the Company on being thereunto required by Government in writing shall transfer to the Government the whole or part of the said lands as the Government shall specify to be necessary for any of the aforesaid purposes, and in consideration of such transfer, the Government shall pay to the Company a sum equal to the amount of the compensation awarded under the said Act and paid by the Company in respect of the lands so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Belgaum Division, (whose decision in matter shall be final) as the costs of the development of the land so transferred, which shall include the value at the date of transfer of any structures, standing thereon and when part of a building is on the land so transferred and part is on the adjoining land, reasonable compensation for the injurious affection of the part of the building on the adjoining land.

All the costs and expenses of and incidental to the preparation and execution of these presents shall be paid by the Company.

(The Schedules above referred to).

~~Schedule 'A' referred to above~~

The pieces of lands herein referred to are situated in the city of Belgaum in Belgaum Taluka. The particulars are as follows:-

	Area of the lands.
	Sq. ft.
C.T.S.No.3629/3 Thalaxwadi.	650
Plot No.31	450

Schedule 'B' referred to above.

The principal objects for which the Company is established are:-

to acquire and take over the Belgaum Electric License, Shahapur Electric License, Balsur Electric License and Bhiwandi Electric permit and the undertakings thereunder and to generate, develop and distribute electrical energy within the areas covered by the said licenses and permit.

This Sanad is executed on behalf of the Governor of Bombay by the Collector of Belgaum, this day of 1942.

Seal of the Collector.

Draft approved

Collector of Belgaum.

Sd/-

Collector of Belgaum.